

PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

1.0 **SUPPLIES OR SERVICES:** The Energy Service Company (ESCO), as the energy service contractor, shall furnish energy conservation measures (ECMs) (Reference Section C, paragraph 4.6) to Air Force installations located in Virginia, West Virginia, South Carolina, North Carolina, Washington D.C., Maryland, Delaware, Pennsylvania, New York, Connecticut, New Jersey, Rhode Island, Maine, Massachusetts, New Hampshire, and Vermont, hereinafter referred to as Region 4. In doing so, the ESCO shall furnish all labor, tools, equipment, and material necessary to identify potential energy efficiency improvements and to implement all approved ECMs. This contract will involve "turn-key" retrofit services which, in addition to project financing, will include energy conservation audits, ECM designs, energy efficient equipment installation, and maintenance services for most ECMs on a shared-cost basis. The Government will make monthly payments, following acceptance by the Government, based on a savings guarantee provided by the ESCO which will be composed of avoided capital investment, energy, demand, operating and maintenance costs. Avoided capital investment costs are defined as programmed expenditures for replacement equipment for which appropriations or funding has been approved. For purposes of this contract, avoided operating and maintenance costs are defined as those savings attributable to existing equipment maintenance contracts for those facilities described under the proposed task order. Payment for task orders will only be made from energy/water/sewage savings with the following exceptions: (a) capital investment savings may be included in a project the base is committed to funding during the time of the proposed task order; and, (b) there is an existing service contract(s) for operations and maintenance. Implementation of energy conservation and efficiency improvements under this contract is a three-phased program that consists of:

- (a) Phase I - Preliminary Site Survey;
- (b) Phase II - Facility Energy Audit and Economic Analysis;
- (c) Phase III - Project Implementation (design, engineering, equipment procurement, financing and installation); and Operation/Maintenance.

Phase I and Phase II may be directed by letter and the work shall not be separately priced. A contract task order, as authorized by Schedule B-1, CLIN 0003, shall be the vehicle for acquiring Phase III work. The purpose of this contract is to provide a negotiated contract from which Air Force installations located in Region 4 can readily definitize a contract task order (DD Form 1155 or SF 1449) for each facility or group of facilities.

1.1 The scope of this contract includes energy savings measures, including, but not restricted to electrical, gas, water, steam, and coal which may be accomplished by a privately financed ESPC on buildings and facilities of those Air Force installations located in Region 4. Energy conservation measures or efficiency improvements for electrical and/or mechanical equipment as well as infrastructure may be proposed by the ESCO for Government consideration and approval/disapproval. The Government will consider all ESCO proposals that have a ten year, or less, payback (See Section C, paragraph 4.8). It is not envisioned that energy system retrofits, facility construction, or energy system renovations or replacements, acquired through standard procurement procedures, using Congressionally appropriated funds, will be accomplished under

this contract except as noted below. Utility sponsored Demand Side Management (DSM) agreements in place with local utility service providers at the time this ESPC is awarded will continue and facilities designated in those agreements will be excluded from this contract for the duration of the DSM agreement. At no time will a proposal received under a Phase II Report of this contract be competed with the DSM or any other contractor.

CLIN 0001: Phase I - Preliminary Site Survey (IAW Statement of Work, paragraph 2.1):

NOTE: Phase I work shall not be separately priced. The ESCO will bear the cost for performing Phase I work and may recover that cost ONLY if the work proceeds to Phase III. If the work proceeds to Phase III, the cost for Phase I work will be negotiated and paid from savings.

CLIN 0002: Phase II - Facility Energy Audit and Economic Analysis (IAW Statement of Work, paragraph 2.2):

NOTE: Phase II work shall not be separately priced. The ESCO will bear the cost for performing Phase II work and may recover that cost ONLY if the work proceeds to Phase III. If the work proceeds to Phase III, the cost for Phase II work will be negotiated and paid from savings.

CLIN 0003: Phase III - ECM Implementation and Operations/Maintenance (IAW Statement of Work, paragraphs 2.3 and 2.4):

B-1 **Clauses and Provisions**

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.

(c) Sections K, L and M will be physically removed from any resultant award, but will be deemed to be incorporated, by reference, in that award.

(d) The contract minimum shall be the seed project identified in Section J, Attachment 2. The seed project will be the initial project to be performed under this contract.

(e) The contract maximum shall be established as **\$250,000,000**. The contract maximum is the sum total of scheduled Government payments over the life of the contract, inclusive of the total contractor investment (direct labor (including subcontractor markups), materials, and equipment), operations and maintenance costs, finance charges in the form of

interest, profit, and overhead. Although interest is an allowable cost, the ESCO shall not be allowed to add any markup to the financing cost. Financing costs shall be a direct pass through cost from the financing institution.

f. The contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

g. If the contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the contractor or (2) terminate for default the contractor's right to proceed.

h. If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the contractor or its subcontractors, the contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

i. Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E-34. **Inspection and Acceptance**
(IAW FAR 46.401(b) and 46.503)

Inspection and Acceptance of all work and services performed hereunder shall be by the Contracting Officer's Representative (COR) designated on individual task orders.

The Contracting Officer has designated technical management of this contract to the COR. COR duties will be performed as specified in each task order.

The Contracting Officer is the only person with the authority to alter terms and conditions of the contract.

PART I - THE SCHEDULE
SECTION F
DELIVERIES AND PERFORMANCE

F-1. Period of Performance
 (IAW FAR 11.401(a)):

Performance under this contract shall be for twenty-five (25) years from date of contract award. All task orders must be completed within the twenty-five (25) year contract period. Performance period for completing energy system retrofits and the sharing period for determining monthly ESCO payments shall be negotiated in each contract task order.

F-2. Place of Performance:
 (IAW FAR 11.401(a)):

Work performed under this contract may be ordered by any Air Force installation within the states making up Region 4, as specified in individual task orders.

F-3. Pre-Performance Conference:

The contractor shall, at the option of the Contracting Officer, meet in conference with the COR and Contracting Officer to discuss and develop mutual understandings relative to contract performance prior to initiating any Phase I or Phase II work. The contractor shall, at the option of the Contracting Officer, meet in conference with the COR and Contracting Officer to discuss and develop mutual understandings relative to contract performance prior to initiating Phase III work on each contract task order.

F-26. 52.242-15 Stop Work Order (AUG 1989)
 (IAW FAR 42.1305(b)(1))

a. The Contracting Officer may, at any time, by written order to the contractor, require the contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with it terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the

Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,

(2) The contractor asserts its rights to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-29. 52.242-17 Government Delay of Work
(IAW FAR 42.1305(d))

(APR 1984)

a. If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

b. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after termination of the delay or interruption, but not later than the day of final payment under the contract.

**PART I - THE SCHEDULE
SECTION G
CONTRACT ADMINISTRATION DATA**

G-1 ACCOUNTING AND APPROPRIATION DATA

1. **INVOICING INSTRUCTIONS:** The ESCO shall submit invoices as specified in individual task orders.

2. **CONTRACT ADMINISTRATION**

Administration of this contract will be performed by:

ACC CONS/LGCE
130 Douglas St, Suite 403
Langley AFB VA 23665-2791

Administration of task orders will be performed by the ordering installation.

3. **ACCOUNTING AND FINANCE OFFICE**

Contractor payment procedures for submitting invoices against task orders issued under this contract will be specified in each individual task order.

Accounting and Appropriation data will be cited on individual task orders

4. **REMITTANCE ADDRESS**

If an alternate remittance address is indicated within Block 13 of the Standard Form 1447 then you are requested to identify the alternate address in the space provided below:

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT PROVISIONS

H-3. Provision of Contracting Officer's Authority

(a) No person other than the Procuring Contracting Officer (PCO) shall have the authority to modify the terms of the basic contract. In the event the contractor, or any subcontractor, effects any change to the terms and conditions of the basic contract at the direction of any person other than the PCO, the change will be considered to have been made without authority.

(b) The PCO will delegate authority, in writing, to individual Air Force installations, or activities within the region to place orders against the basic contract. The installation contracting office will have the authority to issue and administer contract task orders. In the event the contractor, or any subcontractor, effects any change to the terms and conditions of the task order at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no increase will be made in the contract task order amount.

H- 4. Services and Construction Clauses

Since this contract will involve both construction and services type work, the applicability of the Special Contract Requirements contained in this section will be annotated after the requirement in this section (either Services or Construction, or Construction and Services) to indicate which wage determination is applicable.

H-6 Davis Bacon Wage Rates (Construction)

Construction and testing work performed under this contract are subject to the minimum wages requirement of the Davis Bacon Act, see the Davis Bacon Act clause contained in Section I. Davis Bacon work is defined as construction, alteration, or repair (including painting, replacement of glass, and decorating) of all "public buildings or public works." Davis Bacon Wage Decisions containing the minimum required employee wages permissible will be provided by the ordering contracting office at the time Phase I work is directed.

H-7. Service Contract Act Requirements (Services) (41 USC 351-357)

Operations and maintenance services under this contract are subject to the requirements of the Service Contract Act of 1965, as amended, and attention is invited to the obligations of the Contractor under Section 4C of the amended Service Contract Act. The contractor agrees to provide to the Contracting Officer upon request a copy of any collective bargaining agreement applicable to employees performing on this contract.

Service Contract Act Wage Determinations containing the minimum required employee wages permissible will be provided by the ordering contracting office at the time Phase I work is directed. Phase III operations and maintenance activities are subject to the applicable Service Contract Act Wage Determination that will be provided for each task order.

H-8. Fire Prevention (Construction and Services)

The ESCO shall insure that all contract employees know how to report a fire. Contractor personnel shall observe all requirements for handling and storage of combustible supplies, materials, waste, and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire. Welding shall not be accomplished without prior coordination with the COR and approval of the Base Fire Department.

H-11. Information Concerning Performance and Payment Bonds (Construction)

a. Within 10 days after issuance of a contract task order, the contractor shall furnish two bonds, each with good and sufficient surety or sureties acceptable to the Government: namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). Bonds shall remain in effect throughout the implementation portion of the task order. The penal sums of each bond will be as follows, but are not required for task orders of \$25,000 or less:

1. Performance Bond: The penal sum of the performance bonds shall equal 100 percent of the implementation cost, defined as the total estimated ECM Implementation cost as cited in the schedule of the contract task order.

2. Payment Bond: The penal sum of the performance bonds shall equal 50 percent of the implementation cost, defined as the total estimated ECM Implementation cost as cited in the schedule of the contract task order.

b. All required bonds will be furnished by the contractor to the Government prior to commencement of task order performance.

c. In the event of default in the performance of a contract task order, the performance bond shall be used by the Government, to obtain by contract or otherwise and upon such terms and in such a manner which the Contracting Officer may deem appropriate, services to complete the installation of project(s) specified in the contract, or remove the ECM equipment already installed by the ESCO, or subcontractor, and restore the site to its prior condition. The payment bond shall secure the performance and fulfillment of the ESCO's obligations for payment of suppliers and subcontractors.

d. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. Individual sureties will be acceptable if each surety deposits with the Contracting Officer cash, bonds, notes of the United States, or certified check drawn to the order of the Treasurer of the United States, or other such security as the Contracting Officer may deem necessary for the required amount of the guaranty, under the agreement that the collateral so deposited shall remain in the possession and control of the Treasurer of the United States for at least one year after the completion of the construction phase of each task order.

H-12. Protection of Lien Holder Interest (Services and Construction) (IAW FAR 52.232-23)

a. It is recognized that due to the nature of the financing aspect of this type of contract, it may be necessary to finance with private sector funds a significant portion of the contractor's investment in energy conserving equipment. It may be necessary for this indebtedness to be secured by a Mortgage and Security Interest of the Lender in this contract and

the contractor equipment referred to herein. To provide necessary protection, of any lien holder's interest, the contractor may be required to assign to the lender its rights under this contract.

b. Therefore, the Government will consider:

(1) requests for assignment of monies due or to become due under this contract.

(2) a proposed assignment of contract performance in the event the contractor defaults in contract performance or loan payments to the lender. Requests for assignment of the contract on the same terms and conditions will be approved if the proposed substitute contractor is acceptable to the Government.

c. A copy of all cure or show cause notices or notices of default will be mailed by the government to the lenders at least 10 days in advance of any termination of this contract. Requests to extend the 10-day cure or show cause response period may be made by the contractor or the lenders.

d. It is understood and agreed that the Government will not unreasonably withhold approval of requests or proposals submitted under paragraph b(1), b(2) and c above.

H-13. **Availability of Utility Services** (Construction and Services)

Notwithstanding any provisions in the contract regarding Availability and Use of Utility Services, all reasonable required amounts of water, gas, electricity, etc., essential to contract performance, will be made available from existing systems, outlets, and supplies at no cost to contractor personnel. All temporary connections, outlets, and distribution lines, as may be required, shall be installed and removed by the ESCO at his own expense.

H-17. **Contractor Payments** (Services)

a. The Government will begin making payments to the ESCO beginning the month following the first full calendar month after acceptance of the energy conservation measure by the Government. Payments will be structured (a sample payment calculation is provided in paragraph b below) so as to divide the ESCO's share of the guaranteed annual savings into twelve equal, or nearly equal payments. Each year, before the twelfth month's payment is made, a reconciliation will be performed to ensure the guaranteed savings were achieved or exceeded. If the annual reconciliation reveals a shortfall between the guaranteed savings amount and the actual savings achieved for that year, the ESCO shall, by a single payment in the form of a credit on the next monthly invoice, or as otherwise specified by the Contracting Officer pay to the Government the difference. Payments will continue for the period agreed to in the contract task order, up to the remainder of the contract term, except in the case of contract termination for the purpose of default or convenience.

b. Payment will be calculated as shown in the following example:

- (1) ESCO estimates a savings of \$140,000/year, and
- (2) ESCO guarantees a savings of \$120,000/year

- (3) ESCO's monthly payment is determined by:
 $\$120,000 \text{ (guaranteed savings)} \div 12 \text{ mo} = \$10,000/\text{mo}$

H-18. Governmental Legislation, Law or Other Policies

Because this is a long-term contract, if and when new governmental legislation, law or policy is enacted which may affect this contract, such new legislation, law, or policy may, at the Contracting Officer's discretion, be negotiated and incorporated into the contract.

H-21. Responsibility for Systems and Equipment (Construction and Services)

a. The contractor shall at all times during the term of the contract have full ownership responsibilities of the contractor-furnished systems and equipment. The contractor may modify, replace, or change the systems and equipment during the term of the contract from that originally approved. However, any proposed modification, replacement, or change shall require notification and coordination with the COR and approval of the Contracting Officer. Any such modification, replacement, or change of equipment shall be performed by the contractor at no cost to the Government and shall not interfere with Government operations. Title to all systems and equipment shall vest in the Government upon completion of the contract task order.

b. As owner, the contractor shall be responsible for all loss or damage to the system's equipment and accessories except that arising out of fault or negligence on the part of the Government or its employees. All taxes and other charges in connection therewith, together with all liability arising out of the negligence of the contractor in the construction, operation, or maintenance of the systems, equipment, and accessories shall be the responsibility of the contractor.

c. The Government hereby grants to the contractor, all employees and subcontractors, free of any rental, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the contractor-owned equipment located on Government premises.

H-22. Material Approval Submittals (Construction and Services)

Each Phase II Report completed by the contractor shall contain details (as required by the Statement of Work) of the equipment the contractor proposes to install. Award of a contract task order is indicative of Contracting Officer approval of the proposed equipment; however, such approval does not relieve the contractor of responsibility for system operation. If at any time the contractor proposes to install materials or equipment different than those approved at time of task order award, prior approval of the Contracting Officer is required.

H-23. Installation Regulations (Construction and Services)

The contractor and employees shall be knowledgeable of and observe installation regulations, directives, and instructions applicable to the contractor's operations (i.e., fire, safety, security, energy conservation, environmental, etc.). The COR will make such regulations, directives, and instructions available for contractor review upon request.

H-24. Termination Liability (Construction and Services)

Clause 52.249-2, ALT 1, in Section I, applies to the period of performance preceding commencement of services; clause 52.249-2, also in Section I, applies to the performance period after commencement of services. If either clause is exercised, payment of any termination liability by the Government will be made as expeditiously as possible but is subject to the availability of appropriations.

H-25. **Guarantee of Savings to the Agency (Services)**

With respect to Title 42, U.S.C. 8287, the ESCO and the installation agrees that since this is a phased task order based contract, and that savings available to share will be determined for each task order and cannot be determined at this stage of contract formation, that the guaranteed saving and annual reconciliation mandated in the Act shall be established in each contract task order.

H-109 **Required Insurance (IAW FAR 28.306(b))**

Reference FAR clause entitled "**Insurance . . .**" the contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under this contract.

a. Workmen's Compensation and Employer's Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of **\$100,000**.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of **\$500,000** per occurrence shall be required on the comprehensive form of policy Automobile Liability Insurance. This insurance shall be required in the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of **\$200,000** per person and **\$500,000** per occurrence for bodily injury and **\$20,000** per occurrence for property damage shall be required.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

FAR 52.252-2 **CLAUSES INCORPORATED BY REFERENCE** (JUN 1988)
 (IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>NO</u>	<u>FAR</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
I-11	52.202-1	Definitions (IAW FAR 2.201)	(OCT 1995)
I-19	52.203-3	Gratuities (IAW FAR 3.202)	(APR 1984)
I-20	52.203-5	Covenant Against Contingent Fees (IAW FAR 3.404)	(APR 1984)
I-21	52.203-6	Restrictions on Subcontractor Sales to the Government (IAW FAR 3.503-2)	(JUL 1995)
I-22	52.203-7	Anti-Kickback Procedures (IAW FAR 3.502-3)	(JUL 1995)
I-23	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (IAW FAR 3.104.9(a))	(JAN 1997)
I-25	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (IAW FAR 3.104-9(b))	(JAN 1997)
I-25C	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (IAW FAR 3.808(b))	(JUN 1997)
I-27	52.204-2	Security Requirements (IAW FAR 4.404(a))	(AUG 1996)
I-39	52.204-4	Printing/Copying Double-Sided On Recycled Paper (IAW FAR 4.304)	(JUN 1996)

I-78	52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (IAW FAR 9.409(b))	(JUL 1995)
I-100	52.211-10	Commencement, Prosecution, and Completion of Work (IAW FAR 11.404(b)) (a) To be stated in task order (c) To be stated in task order	(APR 1984)
I-102	52.211-15	Defense Priority and Allocation Requirements (IAW FAR 11.604(b))	(SEP 1990)
I-128	52.215-2	Audit and Records--Negotiation (IAW FAR 15.209(b)(1))	(AUG 1996)
I-129G	52.215-8	Order of Precedence - Uniform Contract Format (IAW FAR 15.209 (h))	(OCT 1997)
I-170	52.216-18	Ordering (IAW FAR 16.506(a))	(OCT 1995)

for the purposes of this clause the blanks(s) are completed as follows:

(a) issued from the effective date of contract through * _____

*To be completed at time of award.

I-171	52.216-19	Order Limitations (IAW FAR 16.506(b))	(OCT 1995)
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For the purposes of this clause the blank(s) are completed as follows:

(a) \$ 1,000.00

(b)1) \$ 10,000,000.00

(b)2) \$ 25,000,000.00

(b)3) 30 Days

(d) 15 Days

I-178	52.216-22	Indefinite Quantity (IAW FAR 16.506(3))	(OCT 1995)
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For the purposes of this clause the blanks(s) are completed as follows:

(d) Contractor shall not be required to make any deliveries under this contract after contract expiration (not to exceed 25 years).

I-190	52.217-2	Cancellation Under Multiyear Contracts (IAW FAR 17.109(a)) (NOTE: Each task order will contain a termination schedule)	(OCT 1997)
I-214	52.219-8	Utilization of Small, Small Disadvantaged Business and Woman-Owned Small Business Concerns (IAW FAR 19.708(a))	(JUN 1997)

I-216C	52.219-9	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan – Alternate II (IAW FAR 19.708(b)(1))	(AUG 1996)
I-223	52.219-16	Liquidated Damages-Subcontracting Plan (IAW FAR 19.708(b)(2))	(AUG 1998)
I-247	52.222-3	Convict Labor (IAW FAR 22.202)	(AUG 1996)
I-248	52.222-4	Contract Work Hours and Safety Standards Act-- Overtime Compensation (IAW FAR 22.305)	(JUL 1995)
1-250	52.222-6	Davis-Bacon Act (IAW FAR 22.407(a))	(FEB 1995)
I-251.	52.222-7	Withholding of Funds (IAW FAR 22.407(a)(2))	(FEB 1988)
I-252.	52.222-8	Payrolls and Basic Records (IAW FAR 22.407(a)(3))	(FEB 1988)
I-253.	52.222-9	Apprentices and Trainees (IAW FAR 22.407(a)(4))	(FEB 1988)
I-254.	52.222-10	Compliance With Copeland Act Requirements (IAW FAR 22.407(a)(5))	(FEB 1988)
I-255.	52.222-11	Subcontracts (Labor Standards) (IAW FAR 22.407(a)(6))	(FEB 1988)
I-256.	52.222-12	Contract Termination--Debarment (IAW FAR 22.407(a)(7))	(FEB 1988)
I-257.	52.222-13	Compliance With Davis-Bacon and Related Act Regulations (IAW FAR 22.407(a)(8))	(FEB 1988)
I-258.	52.222-14	Disputes Concerning Labor Standards (IAW FAR 22.407(a)(9))	(FEB 1988)
I-259	52.222-15	Certification of Eligibility (IAW FAR 22.407(a))	(FEB 1988)
I-264	52.222-26	Equal Opportunity (IAW FAR 22.810(e))	(APR 1984)
I-266	52.222-27	Affirmative Action Compliance Requirements (IAW FAR 22.810(f))	(APR 1984)
I-267	52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (IAW FAR 22.810(g), 44.204(a), (b), and (c))	(APR 1984)
I-274	52.222-35	Affirmative Action Disabled Veterans And for Veterans of the Vietnam Era (IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1))	(APR 1998)
I-276	52.222-36	Affirmative Action For Workers with Disabilities (IAW FAR 22.1408(a))	(JUN 1998)

I-278	52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (IAW FAR 22.1308(b))	(APR 1988)
I-283	52.222-41	Service Contract Act of 1965, As Amended IAW FAR 22.1006(a)	(MAY 1989)
I-284	52.222-42	Statement of Equivalent Rates for Federal Hires (IAW FAR 22.1006(b))	(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a Wage Determination:

<u>Employee Class</u>	<u>Monetary Wage & Fringe Benefits</u>
Computer Operator	\$*
Clerk/Secretarial/Word Processing	\$*
Electrician	\$*
Maintenance Electrician	\$*
Heating, Refrigeration an A/C Mechanic	\$ *
Sheet Metal Worker	\$ *
Electromechanical Technician	\$ *
Draftsman	\$ *
Electronics Technician	\$ *
Truck Driver, Medium	\$ *
Laborer	\$*

* Will be provided by the ordering installation prior to negotiation of the first task order for that installation. [The Equivalent rates for Federal hires for the seed project are contained at Attachment 2 with the seed project information.](#)

I-285	52.222-43	Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple-Year and Option Contracts) (IAW FAR 22.1006(c)(1))	(MAY 1989)
I-292	52.223-2	Clean Air and Water (IAW FAR 23.105(b))	(APR 1984)
I-294	52.223-5	Pollution Prevention And Right-To-Know Information (IAW FAR 23.1005)	(APR 1998)
I-295	52.223-6	Drug-Free Workplace (IAW FAR 23.505)	(JAN 1997)
I-297E	52.223-14	Toxic Chemical Release Reporting (IAW FAR 23.907(b))	(OCT 1996)
I-312	52.225-11	Restrictions on Certain Foreign Purchases (IAW FAR 25.702)	(AUG 1998)
I-312D	52.225-15	Buy American Act – Construction Materials Under Trade Agreements Act and North American Free Trade Agreement (IAW FAR 25.207(d))	(JUN 1997)
I-314D	52.226-1	Utilization Of Indian Organizations and Indian-Owned Economic Enterprises (IAW FAR 26.104(a))	(SEP 1996)
I-315	52.227-1	Authorization and Consent (IAW FAR 27.201-2(a))	(JUL 1995)
I-317	52.227-2	Notice And Assistance Regarding Patent and Copyright Infringements (IAW FAR 27.202-2)	(AUG 1996)
I-321	52.227-4	Patent Indemnity-Construction Contracts (IAW FAR 27.203-5)	(APR 1984)
I-334	52.228-2	Additional Bond Security (IAW FAR 28.106-4)	(OCT 1997)
I-337	52.228-5	Insurance--Work on a Government Installation (IAW FAR 28.310)	(JAN 1997)
I-345	52.228-11	Pledges of Assets (IAW FAR 28.203-6)	(FEB 1992)
I-352	52.229-3	Federal, State, and Local Taxes (IAW FAR 29.401-3)	(JAN 1991)
I-354	52.229-5	Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (IAW FAR 29.401-5)	(APR 1984)
I-383	52.232-1	Payments (IAW FAR 32.111(a)(1))	(APR 1984)
I-391	52.232-8	Discounts For Prompt Payment (IAW FAR 32.111(c)(1))	(MAY 1997)
I-394	52.232-11	Extras (IAW FAR 32.111(d)(2))	(APR 1984)

I-403 **52.232-17 Interest** (JUN 1996)
(IAW FAR 32.617(a) and 32.617(b))

I-404 **52.232-18 Availability Of Funds** (APR 1984)
(IAW FAR 32.705-1(a))

I-405 **52.232-19 Availability Of Funds For The Next Fiscal Year** (APR 1984)
(IAW FAR 32.705-1(b))

For the purposes of this clause the blank(s) are completed as follows:

30 SEPTEMBER OF THE CURRENT FISCAL YEAR

I-409 **52.232-23 Assignment of Claims** (JAN 1986)
(IAW FAR 32.806(a)(1))

I-412 **52.232-25 Prompt Payment** (JUN 1997)

For the purposes of this clause the blank(s) are completed as follows:

(a)(5)(i) 7th

(b)(1) 30th

(IAW FAR 32.908(c))

I-417 **52.233-1 Disputes** (OCT 1995)
(IAW FAR 33.215)

I-419 **52.233-3 Protest After Award** (AUG 1996)
(IAW FAR 33.106(b))

I-444 **52.236-1 Performance of Work by the Contractor** (APR 1984)
(IAW FAR 36.501(b))

To be cited in individual task orders

I-445 **52.236-2 Differing Site Conditions** (APR 1984)
(IAW FAR 36.502)

I-446 **52.236-3 Site Investigation and Conditions Affecting the Work** (APR 1984)
(IAW FAR 36.503)

I-448 **52.236-5 Material and Workmanship** (APR 1984)
(IAW FAR 36.505)

I-449 **52.236-6 Superintendence by Contractor** (APR 1984)
(IAW FAR 36.506)

I-450 **52.236-7 Permits and Responsibilities** (NOV 1991)
(IAW FAR 36.507)

I-451 **52.236-8 Other Contracts** (APR 1984)
(IAW FAR 36.508)

I-452 **52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements** (APR 1984)
(IAW FAR 36.509)

I-453 **52.236-10 Operations and Storage Areas** (APR 1984)
(IAW FAR 36.510)

I-455	52.236-12	Cleaning Up (IAW FAR 36.512)	(APR 1984)
I-456	52.236-13	Accident Prevention (IAW FAR 36.513(a))	(NOV 1991)
I-457	52.236-13	Alternate I (IAW FAR 36.513(b))	(NOV 1991)
I-459	52.236-15	Schedules for Construction Contracts (IAW FAR 36.515)	(APR 1984)
I-466	52.236-21	Specifications & Drawings for Construction (IAW FAR 36.521)	(FEB 1997)
I-541	52.242-13	Bankruptcy (IAW FAR 42.903)	(JUL 1995)
I-542	52.242-14	Suspension of Work (IAW FAR 42.1305(a))	(APR 1984)
I-546	52.243-1	Changes-Fixed Price (IAW FAR 43.205(a)(1))	(AUG 1987)
I-548	52.243-1	Changes--Fixed Price - Alternate II (IAW FAR 43.205(a)(3))	(APR 1984)
I-574	52.244-6	Subcontracts For Commercial Items and Commercial Components (IAW FAR 44.403)	(APR 1998)

(a) Definition.

“Commercial Item”, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions

“Subcontract”, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) Notwithstanding any other clause of this contract, the contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
 - (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
 - (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-580	52.245-2	Government Property (Fixed-Price Contracts) (IAW FAR 45.106(b)(1))	(DEC 1989)
I-581	52.245-2	Government Property (Fixed-Price Contracts) Alternate I (IAW FAR 45.106(b)(2))	(APR 1984)
I-624	52.246-21	Warranty of Construction (IAW FAR 46.710(e)(1))	(MAR 1994)
I-630	52.246-25	Limitation of Liability--Services (IAW FAR 46.805)	(FEB 1997)
I-671	52.248-1	Value Engineering (Deviation) (IAW FAR 48.201)	(MAR 1989)
I-684	52.249-2	Termination for Convenience of the Government (Fixed-Price) (IAW FAR 49.502(b)(1)(i))	(SEP 1996)

TERMINATION LIABILITY: For the purposes of the Termination for Convenience clause contained herein, the total contract price shall be limited to the ESCO's share (excludes any ICP grants, rebates or utility company funding) of the ECM cost as established in each contract delivery order. Accordingly, the Government's maximum termination liability in the event of a termination for the convenience of the Government, shall not exceed the sum of the payments due the ESCO for the remainder of the task order term plus other termination costs as detailed in the Performance Work Statement, Page 10, Exhibit K.

I-685	52.249-2	Alternate I (IAW FAR 49.502(b)(1)(i))	(SEP 1996)
I-699	52.249-8	Default (Fixed-Price Supply and Service) (IAW FAR 49.504(a)(1))	(APR 1984)
I-702	52.249-10	Default (Fixed-Price Construction) (IAW FAR 49.504(c)(1))	(APR 1984)
I-733	52.252-6	Authorized Deviations in Clauses (IAW FAR 52.107(f))	(APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

IA-22	252.203-7001	Special Prohibition on Employment (IAW DFARS 203.570-5)	(JUN 1997)
IA-24	252.203-7002	Display Of DOD Hotline Poster (IAW DFARS 203.7002)	(DEC 1991)
IA-33	252.204-7003	Control Of Government Personnel Work Product (IAW DFARS 204.404-70(b))	(APR 1992)
IA-34	252.204-7004	Required Central Contractor Registration (IAW DFARS 204.7304)	(MAR 1998)

IA-40 **252.205-7000 Provision Of Information To Cooperative Agreement Holders** (DEC 1991)
(IAW DFARS 205.470-2)

IA-90 **252.209-7000 Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty** (NOV 1995)
(IAW DFARS 209.103-70)

IA-152 **252.215-7000 Pricing Adjustments** (DEC 1991)
(IAW DFARS 215.804-8)

IA-225 **252.219-7003 Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DOD Contracts)** (APR 1996)
(IAW DFARS 219.708(b)(1)(A))

IA-227 **252.219-7005 Incentive For Subcontracting With Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities, And Minority Institutions** (NOV 1995)
(IAW DFARS 219.708(c)(1)(A))

For the purposes of this clause the blank is completed as follows:

(a) 0 percent

IA-230 **252.219-7006 Notice of Evaluation Preference For Small Disadvantaged Business Concerns** (JUN 1997)
(IAW DFARS 219.7003)

For the purposes of this clause, the offeror will complete the following, if applicable

[] Offeror elects to waive the preference

IA-280 **252.223-7004 Drug-Free Work Force** (SEP 1988)
(IAW DFARS 223.570-4)

IA-282 **252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials** (APR 1993)
(IAW DFARS 223.7103)

IA-287 **252.225-7001 Buy American Act And Balance of Payments Program** (JAN 1994)
(IAW DFARS 225.109(d))

(The "Balance of Payments Program" is not applicable when the estimated cost of the product or service is at or below the Simplified Acquisition Threshold in FAR Part 13)

IA-288 **252.225-7002 Qualifying Country Sources As Subcontractors** (DEC 1991)
(IAW DFARS 225.109-70(a))

(The balance of Payments Program is not applicable when the estimated cost of the product or service is at or below \$100,000)

IA-293	252.225-7012	Preference for Certain Domestic Commodities (IAW DFARS 225.7002-3(a) and D.L. Ltr 97-018 dated 8 Sep 97)	(SEP 1997)
IA-297	252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings (IAW DFARS 225.7019-4)	(JUN 1997)
(Clause is not applicable when items acquired overseas are for use overseas)			
IA-312C	252.225-7026	Reporting Of Contract Performance Outside The United States (IAW DFARS 225.7203)	(MAR 1998)
IA-312H	252.225-7031	Secondary Arab Boycott Of Israel (IAW DFARS 225.770-5)	(JUN 1992)
IA-337	252.227-7015	Technical Data--Commercial Items (IAW DFARS 227.7102-3)	
IA-350	252.227-7033	Rights in Shop Drawings (IAW DFARS 227.7107-1(c))	(APR 1966)
IA-353	252.227-7037	Validation of Restrictive Markings on Technical Data (IAW DFARS	
IA-399	252.231-7000	Supplemental Cost Principles (IAW DFARS 231.100-70)	(DEC 1991)
IA-426	252.232-7009	Payment by Electronic Funds Transfer (CCR) (IAW DFARS 232.1103)	(JUN 1998)
IA-462	252.236-7000	Modification Proposals-Price Breakdown (IAW DFARS 236.570(a))	(DEC 1991)
IA-474	252.236-7005	Airfield Safety Precautions (IAW DFARS 236.570(b)(3))	(DEC 1991)
IA-632	252.242-7000	Postaward Conference (IAW DFARS 242.570)	(DEC 1991)
IA-648	252.243-7001	Pricing of Contract Modifications (IAW DFARS 243.205-71)	(DEC 1991)
IA-649	252.243-7002	Request for Equitable Adjustment (IAW DFARS 243.205-72)	(MAR 1998)
IA-745	252.247-7023	Transportation Of Supplies By Sea (IAW DFARS 247.573(b))	(NOV 1995)

(a) **Definitions.** As used in this clause—

(1) “*Components*” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) “*Department of Defense*” (DOD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) “*Foreign flag vessel*” means any vessel that is not a U.S.-flag vessel.

(4) “*Ocean transportation*” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) “*Subcontractor*” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) “*Supplies*” means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DOD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DOD if, for example, the contract documentation contains a reference to a DOD contract number or a military destination.

(ii) “*Supplies*” includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing

(7) “*U.S.-flag vessel*” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit a request for use of other than U.S.-flag vessels, in writing, to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer’s failure to grant approvals to meet the shipper’s sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile messages or letters will be sufficient for this purpose.

(d) The contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the *Division of National Cargo, Office of Market Development, Maritime Administration, U. S. Department of Transportation, Washington, DC 20590*, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract.
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(f) If the final invoice does not include the required representations, the Government will reject and return it to the contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g), in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(IAW DFARS 247.573(c))

(a) The Contractor has indicated by the response to the solicitation provision, *Representation of Extent of Transportation by Sea*, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the contractor learns that supplies, as defined in the *Transportation of Supplies by Sea* clause of this contract, will be transported by sea, the Contractor

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the *Transportation of Supplies by Sea* clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

Clause IA-746 above applies only if the contractor makes a negative response to the inquiry in the provision at 252.247-7022 (Section K).

IB-4. 5352.204-9000	Notification of Government Security Activity (IAW AFFARS 5304.404-90)	(MAY 1996)
IB-5. 5352.204-9001	Visitor Group Security Agreements (IAW AFFARS 5304.404-90)	(MAY 1996)
IB-320. 5352.223-9000	Elimination of Use of Class I Ozone Depleting Substances (ODS) (IAW AFFARS 5323.890-7)	(MAY 1996)

(a) It is the Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

- (1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and
- (2) May not include any specification, standard, drawing, or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of Air Force policy, the following are Class I ODS:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
- (3) Other Controlled Substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to require use of the following substances:

Substance	Application/Use	Quantity (lbs)
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(e) To assist the Air Force in implementing this policy, the offeror/contractor is required to notify the Contracting Officer if any Class I ODS not specifically listed above is required in the performance of this contract.

IB-321. 5352.223.9001 Health and Safety on Government Installations (JUN 1997)
(IAW AFFARS 5323.9002)

(a) In performing work under this contract on a Government installation, the Contractor shall:

- (1) Conform to the specific safety requirements established by this contract;
- (2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;
- (3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

(b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFI 91-301, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the **Changes** clause of this contract.

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the **Default** clause of this contract.

IB-343 5352.242-9000 Contractor Access To Air Force Installations (MAY 1996)
(IAW AFFARS 5342.490-1)

(a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

- (b) The contractor shall submit a written request on company letterhead to the Contracting Officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Contracting Officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, and valid vehicle insurance certificate to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-209, the Air Force Resource Protection Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the Contracting Officer prior to submission of the final invoice for payment.
- (g) Failure to comply with these requirements may result in withholding of final payment.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J****LIST OF ATTACHMENTS****(All listed attachments are at the end of this document)**

<u>ATTCH. NR</u> <u>PAGES</u>	<u>TITLE</u>	<u>DATE</u>	<u>NR</u>
Attachment 1	Section C Statement of Work	Apr 98	24
Form DD254	Department of Defense Contract Security Classification Specification		2